



Australian Government

Fair Work
OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Yooralla and **accepted** by the Fair Work Ombudsman pursuant to section 715 of the *Fair Work Act 2009*

ENFORCEABLE UNDERTAKING

PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009* (Cth) (**FW Act**) by Yooralla (ABN 14 005 304 432), of Level 14, 595 Collins Street Melbourne VIC 3000 (**Yooralla**).

COMMENCEMENT

2. This Undertaking comes into effect when:
 - a) the Undertaking is executed by Yooralla; and
 - b) the FWO accepts the Undertaking so executed (**Commencement Date**).

BACKGROUND

3. Yooralla is a Victorian based not-for-profit organisation providing housing, therapy, social and community participation, and employment pathway services to people with disabilities, employing 2075 staff.
4. Yooralla has been registered with the Australian Charities and Not-for-profits Commission (ACNC) as a large charity since December 2012.
5. On 12 February 2024, Yooralla self-reported to the FWO that:
 - a. in October 2022, an employee query led to the identification of payment errors concerning non-payment of casual shift loading, casual overtime and penalty rate entitlements on broken shifts spanning greater than 12 hours;
 - b. Yooralla failed to comply with its obligations under the *Yooralla Disability Support Workers Agreement 2021* (**2021 Enterprise Agreement**) and its predecessor the *Yooralla Disability Support Workers Agreement 2017* (**2017 Enterprise Agreement**) (collectively, **Enterprise Agreements**) in the period 2 March 2018 to 4 March 2024 (**Relevant Period**);
 - c. on 5 December 2022, Yooralla engaged KPMG to conduct a review of its compliance with the Enterprise Agreements. KMPG provided Yooralla with a full set of pay rules for the Enterprise Agreements which Yooralla considered against its payroll framework to assess compliance with the Enterprise

Agreements;

- d. Yooralla instructed KPMG to conduct an audit based on the identified issues as detailed in clause 5(a) (**KPMG Audit**). The KPMG Audit identified potential reasons for non-compliance, including that Yooralla operated legacy software systems, leading to manual processing challenges and potential system outages;
 - e. Yooralla also engaged McGrathNicol to conduct a review of Yooralla's People and Finance functions, and the review recommended the adoption of new systems and processes streamlining operations eliminating manual processes and workarounds. Yooralla has implemented several of McGrathNicol's recommendations relating to the provision of training and education on payroll processing and is in the process of implementing time and attendance and payroll systems upgrades.
6. On 3 October 2025, Yooralla notified the FWO that the KPMG Audit identified a further contravention, that being the underpayment of High Intensity Support (**HIS**) entitlements due to a failure to apply a higher classification rate for work performed in HIS duties under the 2021 Enterprise Agreement.
 7. As of 4 May 2026, Yooralla has identified a total underpayment of \$2,052,913.40 (including interest and superannuation) (**Total Underpayment**) relating to the Relevant Period affecting 689 current and 700 former staff (**Affected Employees**).
 8. Before the execution of this Undertaking, Yooralla notified the FWO that it had:
 - a. developed **Schedule A** to this Undertaking, to be a schedule of Affected Employees who were identified by the KPMG Audit as being underpaid;
 - b. listed the last and first names of the Affected Employees, to be the names listed in Column A of Schedule A;
 - c. calculated the amount of the wage underpayment owed to each Affected Employee, to be the amounts listed in Column B of Schedule A (**Wage Underpayment**);
 - d. calculated Interest payable on the Wage Underpayment to each Affected

Employee, to be the amounts listed in Column C of Schedule A (**Interest Amount**);

- e. calculated the amount of superannuation payable on the Wage Underpayment (including interest on that superannuation payment) to each Affected Employee, to be the amounts listed in Column D of Schedule A (**Superannuation Amount**);
- f. made remediation payments of the Wage Underpayment and Interest Amount referred to in Columns B and C to each of the Affected Employees who are marked with a 'yes' in Column E of Schedule A;
- g. made remediation payments of the Superannuation Amount (with interest) referred to in Column D to each of the Affected Employees who are marked with a 'yes' in Column F of Schedule A;
- h. listed the clauses of the Enterprise Agreements that have been contravened for each Affected Employee in Columns G, H, I, J, K, L and M of Schedule A; and
- i. been unable to locate 71 former employees marked with a 'yes' in Column N of Schedule A, and made payment of the relevant amounts totalling \$32,710.13 to the Commonwealth of Australia in accordance with section 559 of the FW Act.

ADMISSIONS

9. The FWO has a reasonable belief, and Yooralla admits, that during the Relevant Period, Yooralla contravened:

- a) section 50 of the FW Act by failing to pay the Affected Employees the total underpayment specified in Schedule A which they were entitled to receive in respect of:

2017 Enterprise Agreement

- i) clause 15.3(a) in relation to casual employees not being paid a 10% loading for the whole of mid-afternoon shifts worked;
- ii) clause 15.3(b) in relation to casual employees not being paid a 12.5% loading for the whole of afternoon shifts worked;

- iii) clause 15.3(c) in relation to casual employees not being paid a 15% loading for the whole of night shifts worked;
- iv) clause 15.3(d) in relation to casual employees not being paid a 15% loading for the entry and exit hours of sleepover shifts worked;
- v) clause 15.7(c) in relation to casual employees not being paid at double time for work performed beyond the maximum span of 12 ordinary hours for a broken shift;
- vi) clause 17.1(b)(ii) in relation to casual employees not being paid the applicable overtime rates for working more than 10 hours per day; and
- vii) clause 17.1(b) (i) in relation to casual employees not being paid the applicable overtime rates for working more than 76 hours per fortnight.

2021 Enterprise Agreement

- viii) clause 13.4(a) in relation to casual employees not being paid a 12.5% loading for the whole of afternoon shifts worked;
- ix) clause 13.4(b) in relation to casual employees not being paid a 15% loading for the whole of night shifts worked;
- x) clause 13.4(c) in relation to casual employees not being paid a 15% loading for the entry and exit hours of sleepover shifts worked;
- xi) clause 13.7(c) in relation to employees not being paid at double time for work performed beyond the maximum span of 12 ordinary hours for a broken shift;
- xii) clause 15.1(b)(i) in relation to casual employees not being paid the applicable overtime rates for working more than 76 hours per fortnight;
- xiii) clause 15.1(b)(ii) in relation to casual employees not being paid the applicable overtime rates for working more than 10 hours per day; and
- xiv) clause 8(d) in relation to employees not being paid the correct rate for

their classification level when performing High Intensity Support duties.

10. The contraventions referred to in clause 9 do not include:

- a) any contraventions which relate to or arise as a consequence of Yooralla failing to correctly apply the Enterprise Agreements to any employee who is not one of the Affected Employees, or because of any failure by Yooralla to correctly apply clauses of Enterprise Agreements to an Affected Employee that are not set out in clause 9 above; or
- b) any contraventions which have not yet occurred at the date that this Undertaking is offered by Yooralla; or
- c) any contraventions of the Enterprise Agreements by Yooralla which occurred outside the Relevant Period.

UNDERTAKINGS

11. Upon commencement of this Undertaking, Yooralla will take the actions set out at clauses 12 to 52 below.

Comprehensive Review

12. Upon commencement of this Undertaking Yooralla will conduct a comprehensive review (**Comprehensive Review**) for the period commencing on the date that is 6 years prior to the Commencement Date (**Required Review Period**) to identify potential underpayments to employees (**Comprehensive Review Affected Employees**) against all entitlements under the Enterprise Agreements, except those set out in clause 9 for the Relevant Period.

13. Within 90 days of the Commencement Date, Yooralla will provide the FWO a detailed description of its interpretation of Enterprise Agreement provisions, calculation methodologies, identified data gaps and assumptions adopted to mitigate such gaps, to be implemented by Yooralla in determining underpayments under the Comprehensive Review (**Methodology**).

14. Within 30 days of the FWO notifying Yooralla in writing that the Methodology has been approved, Yooralla will commence the Comprehensive Review in accordance with the

Methodology.

15. If during the Comprehensive Review, Yooralla identifies a need to amend the Methodology, Yooralla will notify the FWO and seek written approval from the FWO to vary the Methodology. The FWO will provide a response to Yooralla within 14 days, or such other time as agreed between Yooralla and the FWO.
16. Yooralla agrees:
 - a) that the FWO may make recommendations to Yooralla on the Methodology relevant to the Comprehensive Review; and
 - b) that the FWO may request, and Yooralla will provide within such reasonable period specified by the FWO, such information or evidence as is required for the FWO to assess the accuracy of any part of the Comprehensive Review.
17. The Comprehensive Review must be completed by no later than 12 months after the date that the FWO provides its approval of the Methodology, as per clause 14 (**Comprehensive Review Period**).
18. Within 30 days of Yooralla notifying the FWO in writing that the Comprehensive Review has been completed, Yooralla will provide the FWO with a written report setting out the findings of the Comprehensive Review (**Comprehensive Review Report**).

Comprehensive Review Rectification

19. Yooralla will:
 - a) comply with any request by the FWO for any update regarding the Comprehensive Review or to provide the FWO, for its review, any report or calculation, within a reasonable timeframe during the Comprehensive Review Period;
 - b) within 30 days of Yooralla completing the Comprehensive Review and if it identifies any underpayment to Comprehensive Review Affected Employees, notify the Comprehensive Review Affected Employee in writing of the reason for the underpayment, including the relevant provisions of the Enterprise Agreements that were contravened, the Methodology that was applied and the source(s) relied upon by Yooralla to identify the underpayment;

- c) within 60 days of notifying Comprehensive Review Affected Employees as per clause 19(b), rectify any underpayment identified by the Comprehensive Review to the Comprehensive Review Affected Employee including the payment of interest on the underpayment (**Interest Amount**); superannuation, calculated at the rate payable at the time of making the payment (**Superannuation Amount**); and interest on superannuation on the underpayment to the Comprehensive Review Affected Employee's nominated superannuation fund (**Superannuation Interest Amount**);
- d) Within 30 days of making payments to Comprehensive Review Affected Employees as per clause 19(c), provide the FWO with notification and evidence of such payments;
- e) if any former Comprehensive Review Affected Employee identified in the Comprehensive Review as having an underpayment owing to them cannot be located within 60 days of Yooralla making contact with them in accordance with clause 19(b), pay the underpayment amount to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within a further 60 days. Yooralla will complete the required documents to be supplied by the FWO for this purpose; and
- f) until all other obligations in this Undertaking have been met, in the event that the FWO is able to locate and contact any former Comprehensive Review Affected Employee to whom underpayments are owed and who has had payments made by Yooralla in accordance with clause 19(ee) above, with the consent of the former Comprehensive Review Affected Employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify Yooralla in writing of the name and contact details of the former Comprehensive Review Affected Employee. Within 28 days of receiving any such notice Yooralla will:
 - i. pay to the former Comprehensive Review Affected Employee the Interest Amount on the underpayment amount already paid to the Commonwealth of Australia in respect of that employee; and

- ii. pay to the former Comprehensive Review Affected Employee's the Superannuation Amount and Superannuation Interest Amount to the nominated superannuation fund equal to the amount that would have been required by law, had Yooralla paid the underpayment amount directly to the relevant employee.

Systems Improvement

20. Within 270 days of the Commencement Date, Yooralla will implement time and attendance and payroll systems improvements to ensure compliance with its obligations under the FW Act, the 2021 Enterprise Agreement and any future replacement instrument/s.
21. Within 60 days of Yooralla completing the systems improvements described above at clause 20, Yooralla will provide to the FWO a report to outline the implementation of the time and attendance and payroll system improvements (**Systems Improvement Report**). The Systems Improvement Report will include the following details in relation to the implementation of the new time and attendance and payroll systems:
 - a) date of implementation;
 - b) internal validation steps completed;
 - c) external validation steps completed;
 - d) further work required to be undertaken as a result of internal and external validation; and
 - e) details of any ongoing validation program.
22. If the Systems Improvement Report does not include the information required by the FWO pursuant to clause 21, Yooralla will, upon written request by the FWO, provide any specific additional information as reasonably requested. Yooralla will use its best endeavours to provide this information to the FWO within a period of 30 days from the date of receipt of the FWO's written request.

Independent Audit

23. Yooralla must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent**

Auditor) to conduct one audit of Yooralla's compliance with the FW Act and the *Fair Work Regulations 2009* (Cth) (**FW Regulations**), in relation to the 2021 Enterprise Agreement (or any future replacement instrument/s that applies at the relevant time) (**Relevant Audit Agreement**) (**Independent Audit**).

24. Yooralla will notify the FWO of its proposed Independent Auditor by no later than 30 days following the completion of the Comprehensive Review. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require Yooralla to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. The Independent Auditor must be approved by the FWO in writing prior to being engaged by Yooralla.
25. Yooralla must ensure the Independent Auditor commences the Independent Audit post implementation of the systems improvements pursuant to clause 20 and completion of the Comprehensive Review pursuant to clause 17 but not later than 90 days after the completion of the Comprehensive Review, provided that the FWO has given its approval in accordance with clause 24.
26. Yooralla will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Independent Audit, at least one month prior to commencing the Independent Audit.
27. The relevant audit period for the Independent Audit must be at least two full consecutive pay periods and falling within 90 days of the completion of the Comprehensive Review pursuant to clause 17 (**Relevant Independent Audit Period**).
28. Yooralla must ensure that the Independent Audit conducted by the Independent Auditor provides:
 - a) an assessment of 5% of all employees to whom the Relevant Audit Agreement applies, across a range of classifications, locations and employment types (full time, part time and casual employment), during the Relevant Independent Audit Period (**Sample Employees**) in respect of their employment by Yooralla;
 - b) an assessment of whether the pay and conditions of the Sample Employees during the Relevant Independent Audit Period is compliant with the FW Act, FW Regulations and the Relevant Audit Agreement;

- c) evidence of direct contact by the Independent Auditor with the Sample Employees by way of site visits (or video conferences if more practical) to at least 5 different sites, to ensure accuracy of hours worked;
- d) the production of a written report on the Independent Audit (**Independent Audit Report**) setting out the Independent Auditor's findings to the FWO; and
- e) that the Independent Audit Report contains the following declarations from the Independent Auditor:
 - i. the Independent Auditor has no actual, potential or perceived conflict of interest in providing the Independent Audit Report to the FWO;
 - ii. notwithstanding that the Independent Auditor is retained by Yooralla, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Yooralla in preparing the Independent Audit Report;
 - iii. the Independent Audit Report is provided in accordance with applicable professional standards (which will be listed in the Independent Audit Report); and
 - iv. the Independent Audit Report is provided to the FWO for the FWO's benefit and the FWO can rely on the report.

29. Yooralla will use its best endeavours to ensure the Independent Auditor provides a draft of the Independent Audit Report directly to the FWO, setting out the Independent Audit findings, and the facts and circumstances supporting the Independent Audit, within 180 days of the date the Relevant Independent Audit Period ends.

30. The FWO will give Yooralla the opportunity to review the draft Independent Audit Report for the purpose of providing standard management responses to ensure there are no factual inaccuracies or to otherwise raise any questions, issues or concerns about the methodology and findings of the draft Independent Audit Report, such as interpretations of enterprise agreement clauses. Any such comments will be submitted to the Independent Auditor for consideration in the final report within 30 days of the draft Independent Audit Report being provided to Yooralla.

31. Yooralla will use its best endeavours to ensure the Independent Auditor finalises the Independent Audit and provides the Independent Audit Report directly to the FWO within 30 days of FWO or Yooralla (pursuant to clause 30) providing any comments on the draft Independent Audit Report. Yooralla will ensure the Independent Auditor does not provide the Independent Audit Report, or a copy of the same, to Yooralla prior to such report being provided to the FWO.

Outcome of the Independent Audit

32. If the Independent Audit identifies underpayments to any Sample Employees (**Independent Audit Affected Employees**), Yooralla will:

- a) rectify any such underpayments identified in the Relevant Independent Audit Period within 60 days of being so directed by the FWO;
- b) conduct a reconciliation of the amounts paid and owed to the Independent Audit Affected Employees in the 12-month period immediately prior to the Relevant Independent Audit Period and rectify any underpayments that are identified, within 90 days of being so directed by the FWO;
- c) if the FWO reasonably believes that employees not included in the Independent Audit Affected Employees cohort are also likely to have been underpaid, Yooralla will calculate and rectify any underpayments that are identified, within 120 days of being so directed by the FWO;
- d) provide reasonable evidence to the FWO of such rectification within 60 days of payment being made.

33. If any Independent Audit Affected Employees identified in the Independent Audit as having underpayments arising under the FW Act or the Relevant Audit Agreements owing to them cannot be located within 60 days of the date on which Yooralla first seeks to make payment to them, Yooralla will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Yooralla will complete the required documents supplied by the FWO for this purpose.

34. If requested by the FWO, Yooralla will provide the FWO with all records and documents used by the Independent Auditor in the Independent Audit within 30 days of such a request.

Employee Hotline

35. Within 60 days of the Commencement Date of this Undertaking at its cost, Yooralla will engage an independent organisation to operate a dedicated email address and phone number for all current and former employees to whom the Enterprise Agreements applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees will have the option of making enquiries on a confidential basis.

36. The independent organisation must be approved by the FWO prior to being engaged by Yooralla to operate the Employee Hotline. Yooralla will notify the FWO of its proposed provider within 14 days of the Commencement Date, and the FWO will provide its approval of such provider (or alternative provider, if the provider is not approved by the FWO) within 7 days of receiving such notification from Yooralla.

37. Yooralla will:

- a) ensure the Employee Hotline remains operational for a period of at least 12 months in total;
- b) communicate the existence and purpose of the Employee Hotline by way of notice on the intranet for current staff and email to the last known email address of all former employees to whom the Enterprise Agreements apply, or had applied, known as at the Commencement Date, and dating back to the Relevant Period;
- c) take all reasonable steps to respond to each enquiry and seek to resolve any issues within 30 days and notify the FWO of any issues that are not resolved within 60 days;
- d) inform the FWO within 7 days of the Employee Hotline commencing and provide a de-identified list of enquiries received by the Employee Hotline to the FWO at the end of each 90-day period from the Commencement Date,

which includes information about how the enquiries were resolved; and

- e) if any reasonable enquiries remain unresolved, Yooralla will continue reporting to the FWO until any such enquiries are resolved.

Notification to employees

38. Within 30 days of the FWO publishing a media release on its website in respect of this Undertaking, Yooralla will send a letter to the Affected Employees in the form of **Attachment A (Notification Letter)**.

39. Within 14 days of Yooralla sending the Notification Letter, Yooralla will provide evidence to the FWO that **Attachment A** has been sent to all Affected Employees.

Website Notice

40. Within 30 days of, but not before, the FWO publishing a media release on its website in respect of the Undertaking, Yooralla will place a notice on its website, accessible through a hyperlink on the front page of Yooralla's website (**Website Notice**).

41. The Website Notice must:

- a) be in the form of the Website Notice set out at **Attachment B**;
- b) be displayed in at least size 10 font; and
- c) remain on the website for 6 months.

42. Within 14 days of placing the Website Notice on its website, Yooralla will provide to the FWO evidence of its placement.

Joint Consultative Committee – Worker Voice

43. For a period of two years from the Commencement Date, Yooralla will enable the Joint Consultative Committee (outlined under the conditions of clause 38.5 of the 2021 Agreement) to convene at least quarterly to provide a regular forum for tripartite consultation between Yooralla, its employees and the Health and Community Services Union (**HACSU**). The Joint Consultative Committee will comprise of:

- a) up to three Yooralla appointed representatives (not including project team members);

- b) up to two accredited HACSU representatives; and
 - c) up to two employee representatives nominated by employees.
44. Proceedings of the Joint Consultative Committee meetings shall not be confidential, and Yooralla will provide a reasonable amount of time release (or equivalent) to employee representatives nominated by the HACSU for the purposes of preparing for and attending Joint Consultative Committee meetings.
45. Yooralla will provide secretariat support to the Joint Consultative Committee.
46. For the period referred to in clause 43 above, Yooralla will provide quarterly reports to the Joint Consultative Committee on:
- a) the steps it has taken to comply with the terms of this Undertaking;
 - b) its progress on any outstanding payments that form part of the Comprehensive Review;
 - c) identified or potential non-compliance with matters covered by this Undertaking that Yooralla has been made aware of by employees or the HACSU, including the scope, number of affected employees and remediation efforts in relation to any potential underpayment.
47. The quarterly reports referred to in clause 46 above will not include any information that may be considered confidential or commercial in confidence and will include de-identified information relating to employees.
48. For the period referred to in clause 43 above, Yooralla will provide the FWO with a copy of the quarterly reports provided to the Joint Consultative Committee under clause 46 above.

Extensions of time

49. Yooralla may request an extension of a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably deny a request for an extension of time.
50. Where a time specified for undertaking an obligation is contingent on or follows from the time specified for the completion of another obligation under this Undertaking,

and that time for completion has been extended by the FWO, the time specified for completion of the later obligation is correspondingly extended by the same period.

No inconsistent statements

51. Yooralla must not and must use its best endeavours to ensure that its officers, employees or agents do not, make any statement or otherwise imply, either orally or in writing, anything that is inconsistent with admissions or acknowledgements recorded in this Undertaking.

No limitation on use of information

52. Yooralla will not assert, or seek to assert, any limitation on how the FWO may use or rely on the information in this Undertaking in the lawful performance of its statutory functions and powers.

ACKNOWLEDGEMENTS

53. Yooralla acknowledges that:

- a) the FWO may;
 - i. make this Undertaking available on the FWO internet site at www.fairwork.gov.au;
 - ii. release a copy of this Undertaking pursuant to any approved request under the *Freedom of Information Act 1982* (Cth);
 - iii. issue a media release in relation to this Undertaking;
 - iv. from time to time, publicly refer to this Undertaking and its terms;
and
 - v. rely upon the admissions made by Yooralla set out in clause 9 above in respect of decisions which may be made by the FWO regarding enforcement action in the event the FWO considers Yooralla has failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Yooralla to comply with its obligations under this Undertaking.
- b) consistent with the legislative note to section 715(4) of the FW Act, this

Undertaking in no way derogates from the rights and remedies available to any other person arising from the conduct set out in this Undertaking;

- c) consistent with section 715(3) of the FW Act, Yooralla may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d) if the FWO considers that Yooralla has contravened any of the terms of this Undertaking:
 - i. the FWO may apply to any of the Courts set out in section 715(6) of the FW Act, for orders under section 715(7) of the FW Act; and
 - ii. this Undertaking may be provided to the Court as evidence of the admissions made by Yooralla in clause 9 above, and also in respect of the question of costs.

Executed as an undertaking

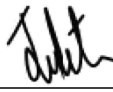
EXECUTED by an authorised person of Yooralla (ABN 14 005 304 432)

Terry Symonds - CEO
(Name and position of authorised signatory)


(Signature of authorised signatory)

in the presence of:

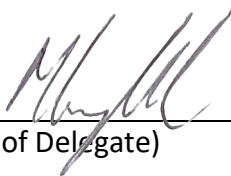
Jessica White Company Secretary
(Name of witness)


(Signature of witness)

06.07.2026
(Date)

ACCEPTED by the Fair Work Ombudsman pursuant to section 715(2) of the *Fair Work Act 2009* (Cth) on:


Michael Campbell - Group Manager, Operations
(Name and role of Delegate)


(Signature of Delegate)

7 July 2026
(Date)

Delegate for the Fair Work Ombudsman

in the presence of:


(Signature of witness)

Louise Cato
(Name of Witness)

Attachment A – Notification Letter

Dear <insert name >

As you may be aware, in February 2024, Yooralla voluntarily disclosed contraventions of the *Yooralla Disability Support Workers Agreement 2017* and *Yooralla Disability Support Workers Agreement 2021* to the Fair Work Ombudsman (**FWO**).

The contraventions related to Yooralla’s failure to correctly calculate and pay to employees casual shift loadings, casual overtime entitlements, and penalty rate entitlements on broken shifts spanning greater than 12 hours.

Yooralla sincerely apologises for these unintended errors, and the resulting impact on our staff.

Yooralla has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. Yooralla will, as a result of the Enforceable Undertaking, commence a comprehensive review of all employee entitlements under the *Yooralla Disability Support Workers Agreement 2017* and the *Yooralla Disability Support Workers Agreement 2021*.

Yooralla will also undertake a number of activities to ensure its ongoing compliance, including systems improvements.

Yooralla understands that you may have questions and concerns relating to this and other employment issues. To address these concerns, a hotline has been established for all employees to access. The hotline is being operated by <insert entity name>, an independent party that can assist you with your enquiries. <Insert name > can be contacted on <insert contact number> or at <insert email address> and, if required, on a confidential basis.

Should you wish to discuss your concerns directly with Yooralla you can contact our Helpdesk at <insert>. We will make every attempt to resolve your enquiry within 14 days of receiving it and commit to maintaining open communication with you about the progress of your enquiry.

Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

Yours sincerely

<Employer name>

Attachment B – Website Notice

After undertaking a review of payroll system and processes, Yooralla identified that they inadvertently contravened the *Fair Work Act 2009* (Cth) by: failing to correctly calculate and pay to employees casual shift loadings, casual overtime entitlements, and penalty rate entitlements on broken shifts spanning greater than 12 hours for employees covered by the:

- *Yooralla Disability Support Workers Agreement 2021*; and
- *Yooralla Disability Support Workers Agreement 2017*.

Yooralla formally disclosed to the Fair Work Ombudsman (**FWO**) that contraventions have occurred and that consequently a number of employees had been underpaid as a result.

The underpayments occurred in the period 2 March 2018 to 4 March 2024.

Yooralla has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws.

These contraventions arose from unintended errors in its payroll processes rather than any deliberate conduct and Yooralla sincerely regrets these matters have occurred. We are committed to undertaking a number of activities to ensure ongoing compliance such as updating our payroll processes, implementing a new system to calculate employee salaries and completing an external audit of our payroll compliance.

If you worked for Yooralla during the period of 2 March 2018 to 4 March 2024 and have queries or questions relating to your employment, please contact:

- Add hotline details, if applicable
- Add defined name's dedicated email address and/or phone number, if applicable

Alternatively, anyone can contact the FWO via <http://www.fairwork.gov.au> or on 13 13 94.